

BellSouth
Telecommunications, Inc.
Tennessee
SGAT

Attachment 1
Filed June 25, 2002
Original Page 1

Attachment 1

Resale

Table of Contents

1. Discount Rates	3
2. Definition of Terms.....	3
3. General Provisions.....	4
4. BellSouth's Provision of Services to <<customer_name>>	9
5. Maintenance of Services	9
6. Establishment of Service	10
7. Payment And Billing Arrangements	12
8. Discontinuance of Service	15
9. Line Information Database (LIDB)	16
10. RAO Hosting.....	16
11. Optional Daily Usage File (ODUF)	17
12. Enhanced Optional Daily Usage File (EODUF).....	17
Exhibit A – Resale Restrictions.....	18
Exhibit B – Line Information Database (LIDB) Storage Agreement.....	19
Exhibit C – Optional Daily Usage File (ODUF).....	23
Exhibit D – Enhanced Option Daily Usage File (EODUF).....	27
Exhibit E – Resale Discounts.	Exhibit E

RESALE

1. Discount Rates

- 1.1 The discount rates applied to <<customer_name>> purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. The discount has been determined by the TRA to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by <<customer_name>> for the purposes of resale to <<customer_name>>'s End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the TRA to provide local exchange service within BellSouth's incumbent area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as <<customer_name>>, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to <<customer_name>> for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers.
- 3.1.1 When <<customer_name>> provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 If <<customer_name>> provides its own operator services and directory services, the discount shall be 21.56%. <<customer_name>> must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- 3.2 <<customer_name>> may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 <<customer_name>> must resell services to other End Users.
- 3.2.2 <<customer_name>> must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant this Agreement.
- 3.2.3 <<customer_name>> cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 <<customer_name>> will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from <<customer_name>> for said services.
- 3.4 <<customer_name>> will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of

<<customer_name>>. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <<customer_name>>. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.5.1 When a subscriber of <<customer_name>> or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide, incorporated herein by this reference.
- 3.5.2 BellSouth and <<customer_name>> will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or <<customer_name>> to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 For the purpose of the resale of BellSouth's telecommunications services by <<customer_name>>, BellSouth will provide <<customer_name>> with on line access to telephone numbers on a first come first served basis. <<customer_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, <<customer_name>> shall return numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 Further, upon <<customer_name>>'s request, and for the purpose of the resale of BellSouth's telecommunications services by <<customer_name>>, BellSouth will reserve up to 100 telephone numbers per CLLIC, for <<customer_name>>'s sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <<customer_name>>'s End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If <<customer_name>> or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, <<customer_name>> has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to <<customer_name>> remain the property of BellSouth.
- 3.15 White page directory listings for <<customer_name>> End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, <<customer_name>> shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth <<customer_name>> shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that <<customer_name>> and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.17 Operational Support Systems (OSS)
- 3.17.1 BellSouth has developed and made available the following mechanized systems by which <<customer_name>> may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). All costs incurred by BellSouth to

develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.

- 3.17.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit B of Attachment 2 to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a a manual order charge as set forth in Exhibit B of Attachment 2 to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.17.3 Denial/Restoral OSS Charge. In the event <<customer_name>> provides a list of customers to be denied and restored, rather than an LSR , each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.17.4 Cancellation OSS Charge. <<customer_name>> will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17.5 Threshold Billing Plan. <<customer_name>> will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.
- 3.17.5.1 BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.
- 3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for <<customer_name>> per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 In the event <<customer_name>> acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to <<customer_name>> that Special Assembly at the wholesale discount at <<customer_name>>'s option. <<customer_name>> shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 BellSouth shall provide 911/E911 for <<customer_name>> customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <<customer_name>> customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the <<customer_name>> customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and <<customer_name>> shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to <<customer_name>>, and <<customer_name>> shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 3.25 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to <<customer_name>> that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

<http://www.interconnection.bellsouth.com>

and are incorporated herein by this reference.

3.26 Applicable Performance Measurements are set forth in Attachment 9.

4. BellSouth's Provision of Services to <<customer_name>>

4.1 Resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 Shared Tenant Service Tariff in Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by <<customer_name>> to establish authenticity of use. Such audit shall not occur more than once in a calendar year. <<customer_name>> shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by <<customer_name>> for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 <<customer_name>> may resell services only within the specific service area as defined in its certificate of operation approved by the TRA..

5. Maintenance of Services

5.1 <<customer_name>> will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>, incorporated herein by this reference.

- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 <<customer_name>> or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 <<customer_name>> accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 <<customer_name>> will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, <<customer_name>> shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill <<customer_name>> for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact <<customer_name>>'s End Users, if deemed necessary, for maintenance purposes.
- 6. Establishment of Service**
- 6.1 After receiving certification as a local exchange company from the TRA , <<customer_name>> will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for <<customer_name>>'s resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.2 below, BellSouth will begin taking orders for the resale of service.
- 6.1.2 Service orders will be in a standard format designated by BellSouth.
- 6.1.3 <<customer_name>> shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that <<customer_name>> will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for <<customer_name>>'s End User customer. <<customer_name>> must, however, be able to demonstrate End User authorization upon request.

- 6.1.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from <<customer_name>> to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <<customer_name>> to such other CLEC. Upon completion of the conversion BellSouth will notify <<customer_name>> that such conversion has been completed.
- 6.2 Deposit Policy. When purchasing services from BellSouth, <<customer_name>> will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.
- 6.2.1 Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in sole discretion, some other form of security.
- 6.2.2 Such security deposit shall be required prior to the inauguration of service.
- 6.2.3 Security deposits collected under this Section shall not exceed two months' estimated billing.
- 6.2.4 The fact that a security deposit has been made in no way relieves <<customer_name>> from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release <<customer_name>> from its obligation to make complete and timely payments of its bills.
- 6.2.5 If in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCCI) security interest in <<customer_name>>'s "accounts receivables and proceeds.""
- 6.2.6 In the event <<customer_name>> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <<customer_name>> may be terminated in accordance with the terms of Section 8.2 of this Attachment, and any security deposits will be applied to <<customer_name>>'s account(s).
- 6.2.7 In the event service to <<customer_name>> is terminated due to <<customer_name>>'s default on its account, any security deposits held will be applied to <<customer_name>>'s account.
- 6.2.8 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for <<customer_name>>. <<customer_name>> is required to provide the following before a master account is established: proof of TRA certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill <<customer_name>> on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of <<customer_name>>. <<customer_name>> shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by <<customer_name>> from <<customer_name>>'s End User. BellSouth will not become involved in billing disputes that may arise between <<customer_name>> and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- 7.4 BellSouth will render bills each month on established bill days for each of <<customer_name>>'s accounts.
- 7.5 BellSouth will bill <<customer_name>> in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <<customer_name>>, and <<customer_name>> will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due

date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 7.8 following, shall apply.

- 7.6.2 If <<customer_name>> requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to <<customer_name>>.
- 7.6.3 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders, from <<customer_name>> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by <<customer_name>> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <<customer_name>> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notices from <<customer_name>> to BellSouth's billing organization, a final notice of disconnection of services purchased by <<customer_name>> under this Agreement shall be sent via certified mail to the individuals listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.
- 7.6.4 Billing Disputes
- 7.6.4.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 7.6.4.2 For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the

disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 7.6.4.3 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from <<customer_name>>, the total amount billed to <<customer_name>> will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. <<customer_name>> will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to <<customer_name>>'s End User.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. <<customer_name>> will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- 7.10 BellSouth will not perform billing and collection services for <<customer_name>> as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between <<customer_name>> and <<customer_name>>'s End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, <<customer_name>> shall contact the designated

Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with <<customer_name>> to resolve the matter in as timely a manner as possible. <<customer_name>> may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to <<customer_name>>'s End User on behalf of, and at the request of, <<customer_name>>. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of <<customer_name>>.

8.1.2 At the request of <<customer_name>>, BellSouth will disconnect a <<customer_name>> End User customer.

8.1.3 All requests by <<customer_name>> for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 <<customer_name>> will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise <<customer_name>> when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by <<customer_name>> and/or the End User against any claim, loss or damage arising from providing this information to <<customer_name>>. It is the responsibility of <<customer_name>> to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to <<customer_name>> are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by <<customer_name>> of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 7.6.4,

is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to <<customer_name>>, that additional applications for service such as access to the Operational Support Systems for pre-ordering, ordering and provisioning of services will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by <<customer_name>> to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to <<customer_name>>, if payment is not received by the thirtieth day following the date of the notice.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and <<customer_name>>'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to <<customer_name>> without further notice.

8.2.5 Upon discontinuance of service on a <<customer_name>>'s account, service to <<customer_name>>'s End Users will be denied. BellSouth will also reestablish service at the request of the End User or <<customer_name>> upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <<customer_name>> is solely responsible for notifying the End User of the proposed disconnection of the service.

8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 BellSouth will provide LIDB Storage upon written request to <<customer_name>>'s Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit B of Attachment 2 of this Agreement.
- 11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit B of Attachment 2 of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

Type of Service	TN											
	Resale	Discount										
1 Grandfathered Services (Note 1)	Yes	Yes										
2 Promotions - > 90 Days (Note 2)	Yes	Note 3										
3 Promotions - ≤ 90 Days (Note 2)	Yes	No										
4 Lifeline/Link Up Services	Yes	Yes										
5 911/E911 Services	Yes	Yes										
6 N11 Services	Yes	Yes										
7 Memory Call@Service	Yes	No										
8 Mobile Services	Yes	No										
9 Federal Subscriber Line Charges	Yes	No										
10 Non-Recur Charges	Yes	No										
11 End User Line Chg- Number Portability	Yes	No										
12 Public Telephone Access Svc (PTAS)	Yes	Yes										
13 Inside Wire Maint Service Plan	Yes	No										
Applicable Notes:												
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.											
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.											
3.	In Tennessee, long term promotions (offered for more than ninety [90] days) may be obtained at one of the following rates: (a) the stated tariff rate, less the wholesale promotion; (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)											
4.	Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of those services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.											
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.											

This page intentionally left blank.

Information previously contained on this page has been moved to First Revised Page 18.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <<customer_name>>.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <<customer_name>>.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_name>> and pursuant to which BellSouth, its LIDB customers and <<customer_name>> shall have access to such information. In addition, this Agreement sets forth the terms and

conditions for <<customer_name>>'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <<customer_name>> understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of <<customer_name>>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to <<customer_name>>'s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether <<customer_name>> has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <<customer_name>> of fraud alerts so that <<customer_name>> may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <<customer_name>> for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Tennessee
SGAT

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer_name>>'s data from BellSouth's data, the following shall apply:

- (1) <<customer_name>> will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer_name>>'s End User accounts which are resident in LIDB pursuant to this Agreement.
<<customer_name>> authorizes BellSouth to place such charges on <<customer_name>>'s bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) <<customer_name>> shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer_name>> shall pay BellSouth for the charges billed regardless of whether <<customer_name>> collects from <<customer_name>>'s End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between <<customer_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_name>>. It shall be the responsibility of <<customer_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. <<customer_name>> will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited

volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of <<customer_name>>. BellSouth will not issue line-based calling cards in the name of <<customer_name>>'s individual End Users. In the event that <<customer_name>> wants to include calling card numbers assigned by <<customer_name>> in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. <<customer_name>> will not be charged a fee for storage services provided by BellSouth to <<customer_name>>, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from <<customer_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section.
2. <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer_name>> customer.

Charges for delivery of the Optional Daily Usage File will appear on <<customer_name>>'s monthly bills. The charges are as set forth in Exhibit B to Attachment 2.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in <<customer_name>>'s billing system will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll

- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer_name>>.

6.1.4 In the event that <<customer_name>> detects a duplicate on Optional Daily Usage File they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to <<customer_name>> via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit

successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>> end for the purpose of data transmission will be the responsibility of <<customer_name>>.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 <<customer_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer_name>> by BellSouth.

6.5 Control Data

<<customer_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer_name>> for reasons stated in the above section.

Tennessee
SGAT

6.6 Testing

- 6.6.1 Upon request from <<customer_name>>, BellSouth shall send test files to <<customer_name>> for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that <<customer_name>> set up a production (LIVE) file. The live test may consist of <<customer_name>>'s employees making test calls for the types of services <<customer_name>> requests on the Optional Daily Usage File. These test calls are logged by <<customer_name>>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from <<customer_name>>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on <<customer_name>>'s monthly bills. The charges are as set forth in Exhibit B to Attachment 2.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of <<customer_name>> will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

Customer usage data for flat rated local call originating from <<customer_name>>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer_name>>.

7.1.3 In the event that <<customer_name>> detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to <<customer_name>> over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among <<customer_name>>'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by

BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>>'s end for the purpose of data transmission will be the responsibility of <<customer_name>>.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Wholesale Discount

The following percentage discounts apply to BellSouth retail services as set out in this Attachment.

Residential Services	16.0%
Business Services	16.0%

If the CLEC provides its own operator services and directory services, the discount shall be 21.56%. The CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.